

# Property Committee Agenda Room 400, Government Center Thursday, June 7, 2007 3:30 p.m.

1.	Roll	Call			
2.	Chai	rman's .	Approv	ral of Minutes – May 3, 2007 Committee Meeting April 17, 2007 Stand-Up Committee Me	eting
3.	Depa	artment	al Matte	ers:	
	A.	Bill W 1)		Director, Parks and Recreation to be Presented for Action: Request Approval of a 2-year Lease Agreement with Cross Implement for a single Tractor/Endloader and a 2-year Lease Agreement with Martin Bros. Implement, Inc. for a Single Tractor/Endloader	1-5
		2)	<u>ltems</u> a) b)	to be Presented for Information: General Report Other	6
	B.	1)	ltems a) b)	, Director, Facilities Management  to be Presented for Action:  Request Approval of VanGuard Energy Services Natural Gas Supply Contract for McLean County Facilities for September 2007 – August 2009 Request Approval of Wiss, Janney, Elstner Associates, Inc. Contract for Developing Construction Bid Documents and Construction Management Services for Exterior Repairs to The Old McLean County Courthouse (Museum Of History)	7-10 11-16
		2)	<u>Items</u> a)	to be Presented for Information: Status Report on Renovation of the Law and Justice Center	

General Report

Other

b)

c)

- C. John Zeunik, County Administrator
  - 1) Items to be Presented for Action:
    - a) Request Approval of an Emergency
      Appropriation Ordinance Amending the
      McLean County Fiscal Year 2007 Combined
      Annual Appropriation and Budget Ordinance –
      Old County Courthouse Renovation Project

17-20

- 2) <u>Items to be Presented for Information:</u>
  - a) General Report
  - b) Other
- 4. Other Business and Communications
- 5. Recommend Payment of Bills and Transfers, if any, to County Board
- 6. Adjournment

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#### DEPARTMENT OF PARKS AND RECREATION

(309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov 13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 05/30/07

RE: Loader Lease

The Department of Parks and Recreation recently solicited lease proposals from tractor dealers for a 1 or 2 year lease, minimum 400 hours per year, a 65 PTO HP mechanical front wheel drive tractor with a minimum 2500 lbs. lift capacity loader for one or two units, The most recent quotations received for loader lease are as follows:

### Annual Lease Cost

Cross Implement Inc.	\$4500.00	& \$10.00 for ea. hr. over 400
Martin Bros. Implement Co.	\$4500.00	& \$10.00 for ea. hr. over 400
Arhends	\$9400.00	& \$22.50 for ea hr. over 400
Birkey's Farm Store	declined to s	submit proposal
Stoller International, Inc.	declined to s	submit proposal

All tractors included in proposals met specifications.

Due to the familiarity and regular working relationship the Department of Parks & Recreation maintains with both vendors providing identical low quotations, I recommend the approval of a 2 Year lease agreement with Cross Implement for a single tractor/endloader at \$4,500.00 and with Martin Bros. Implement Co. for a single tractor/endloader at \$4,500.00 per year for a 2 year lease period. These units have quick release loader attachment systems which allow multiple-use.

In both 2 year lease agreements, the vendors are required to replace the unit with a new unit at the end of the first year of lease. The two year agreements will guarantee budget stability for the next 2 years and reward both Vendors for providing a competitive proposal.

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#### RENTAL AGREEMENT

- 1. Addition of Accessories, based will not without consent of Lessor, install any accessories or devices on the Equipment of such installation will impair this originally intended from flow or use of the Equipment. All accessories or devices thread to the Equipment shall automatically become the property of Lessor unless such accessory or devices on the immeded without in any, way affecting the cognitive intended function actions of the Equipment. Any changes to the Equipment caused by the temporal of such accessories or devices shall be imported in tables a superior to the cognitive and the property of the cognitive and the property of the cognitive and the control of such accessories or devices shall be imported in tables, superior to the cognitive and the
- 2° Compliance with Regulations: lessee shall comply with and conform to all laws and regulations relating to awnership, passession, use and maintenance of the Equipment.
- 3. Inspecion: Lessee shall, whenever requested, givise Lusson of the exact location of the includement. Easter and its representatives may, for the purpose of impection, at all reason able times, enter upon any job, building at place where the Equipment is located, Lesson may remove the Equipment without notice to Lessee J. In the collision of the Lesson in its being used beyond its capacity or in any other manner improperly stated for or abused.
- 4. Assessment Lesses agrees that become use a same that Agreement and all right title and interest of the besser in and to the proposer, and all zero due as to become due to be same that the besser in and to the proposer, and all zero due as to be same that the control of the proposer is not as a same that the proposer is the proposer in the proposer in the proposer is the proposer in the proposer in the proposer in the proposer is the proposer in the propose
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- 6 Caretruction. This is an agreement for rental only and nothing herein shall be construed as conveying to lessee any right, life or interest in as to any tiem of Equipment based bareunder except as a Lessee.
- Z. Counted Rental Agreement on three days indicate to Lesson.

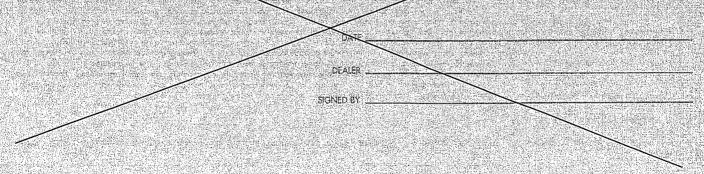
  Rental Agreement on three days indicate Lesson.
- B. <u>General</u> Time is of the essence of this Rental Agreement. Lessor's fellows of any time to require strict performance by besses of any of the provisions of this Rental Agreement shall not valve or binnish Lessor's right themsafier to demand shirt compliances therevall or with any provision. Waive of any default shall not waive any other default. Any other atoms or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lesses acknowledges receipt or a signed copy hereof.

#### ASSIGNMENT

TO JOHN DEERE?

for volum received I nevely using melt and transfer oil my right, the and interest under the obove Kertal Agreement to you, your successors on insigns, subject to all the terms of the applicable John Direct Rental Sales Program which are hereby incorporated in and made a part of hereof, I agree to collect rantile writing the under the Rental Agreement and account for the pay over the same as provided. Such Used Equipment Rental Program.

"John Deers" moons his John Deers Company or John Deers Company with Equipment Company with whom the John Deers Company or John Deers Agreement



LESSEE			L AGREEMEN		
1	McLean Coun	ty Dept. of Parks	05/30/07   BRANCH/REGION	RENTAL: DEGINS ON TERM 07/01/07	ENDS ON 07/01/09
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ORIGINAL

DC-1010 STOCK 12/03 Printed in U.S.A.

# RENTAL AGREEMENT

- 1. Addition of Accessories, teaste will not, without consent of Lesson, install any accessories or devices on the Equipment of such installation will import the arginally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall quismodically become the property of Lessor unless such accessories or devices can be removed without it can year affecting the originally mented function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be
- 21 Compliance with Resolutions, lesses shall comply with grid contamins all laws and regulations relating to awareship, passession, use and maintenance of the Equipment
- 3. Inspection: Lasses shall, wherever requested, a visse tesser of the exact location of the Equipment Lesser and its representatives may, for this purpose of inspection, or all reasons able times, ever upon any job, halleling or place where the Equipment is located. Lesser may remove the Equipment without notice to desire if, in the opinion of the Lesser. It is easing used beyond its capacity or many other manner improperly cared for or abused.
- A. Assessed to see agrees that feests may assign this Rental Agreement and all right, filler and misrest of the Lessor in and to the represent such assignment to the feest such assignment as a feest such assignment and the feest such assignment as a feest such assignment as a feest such assignment as a feest such as a feest
- 5. <u>Default if issues shall full to make return promotify the due, shall alternot its</u> self or encumber the Equipment, shall decise operating shall institute or have instituted against him proceedings under any identifying or insolvency law, shall make an assignment for the baceful distriction, or shall full to comply with any other programs of this Rental Agreement or if any recomment, execution, with or process is texted against the Equipment or any of lesses a property, or if for any reason tessor deems must insecure or the Equipment areada. Lissan agrees to deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is forced and take possession thereof with all notice to Lessor and this Rental Agreement shall thereupon terminate article to reflect at the option of Lessor. In the event of any such action, Lesson agrees to provide perturbation and of the expenses, costs of removal of the Equipment from the possession of Lessor, and oil freight stronge, transportation and other charges incurred in such removal and return to justoor of its place of business.
- 6 Construction. This is an agreement for rearral only and nothing herein shall be conveying to sessed any right, little of interest in or to any item of Equipment leased harmonder except as a Lessee.
- 2 Committeed Rantol: Raturn of Equipment: Provided the guaranteed rental shown on the reverse side is on this treet poid. Lesses may return the Equipment and Seminate this Rental Agreement at three days notice to Lesson
- 8. General Time is of the essence of this Rental Agreement, Lesson's followed tonly time to require and performance by Lesson's finite provision of this Rental Agreement shall, not waive or dismitting Lesson's right thereafter, to demand single, compliance therewill or with any provision. Where of any default shall not waive any other default. Any other union or modification of this Rental Agreement shall be inswelling and signed by the parties hereby, lesson acknowledges receipt of a signed copy hereof.

#### ASSIGNMENT

#### TO JOHN DEERE?

For value received I hereby seign, self and transfer oil my right, life and injerest under the above Renial Agreement to you, your successors to be under the Renial Agreement and account to the pay over the same as provided such Used Equipment Renial Program.

"John Desro" maps; the John Desre Company or John Desre Computation Equipment Company with whom the Justing dealer has executed an Authorized Dealer Agreement.





# **DEPARTMENT OF PARKS AND RECREATION** (309)726-2022 FAX (309)726-2025 www.mclean.gov 13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 05/26/07

RE: General Report

## Parks Facility Usage - YTD as of 05/26/07

	2007	2006	2005	2004	2003	2002	2001
Camping Nights	1695	1579	1382	1477	1650	1390	1777
Watercraft Registration							
Annual Resident	448	418	393	343	338	425	476
Annual Non-Resident	588	567	337	238	266	372	401
Daily Resident	22	35	12	17	18	29	28
Daily Non-Resident	107	. 174	64	81	80	76	130
Shelter Reservations							
	44	41	30	25	31	26	35



Vanguard Energy Services, L.L.C. 850 East Diehl Road Suite 142 Naperville, IL 60563

Phone: (630) 955-1500 Fax: (630) 955-0989

May 16, 2007

Mr. Jack Moody Facilities Manager McLean County Government 104 West Front Street PO Box 2400 Bloomington, IL 61702-2400 RECEIVED

MAY 2 1 2007

Facilities Mgt. Div.

Dear Jack:

It has been a pleasure providing you with natural gas services. Vanguard Energy Services and I thank you for your continued business.

Vanguard Energy will provide McLean County Government a cost per therm pricing for the term of September 2007 through August 2009 equal to the that since September 2003. However, we eliminated the service fee of \$80.00 per month, even though the market continues to be elevated and volatile. (See Attachment #1)

As usual, we assessed and processed the volumes through a "weather normalizing" model to reflect updated usage for the existing facilities.

McLean County Government is continuing on the path of saving with Vanguard Energy's program versus the commodity costs of Nicor Gas as displayed in Attachment #2.

I strongly encourage McLean County Government to make selective short term fixed pricing purchases in future months to diversify and protect the government's budget from future volatility. I do not recommend any long term fixed pricing at this time.

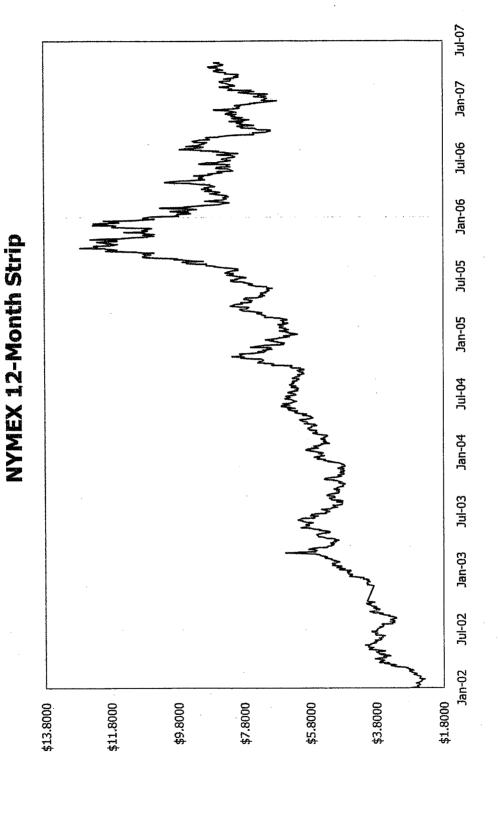
Please call me with any questions or comments on this information. Thanks again for your continued business.

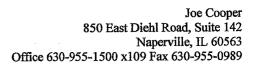
Sincerely,

Joe Cooper Account Executive

Cooper

Attachment #1







## McLean County Government

Cost Comparison Spreadsheet Nicor Gas (GSC) versus Vanguard Market Index (VMI)

Oct-03         32,801         \$ 0.5500         \$ 18,041         \$ 0.4735         \$ 15,5           Nov-03         46,254         \$ 0.5800         \$ 26,827         \$ 0.4755         \$ 21,9           Dec-03         63,919         \$ 0.5800         \$ 37,073         \$ 0.4990         \$ 31,8           Jan-04         81,576         \$ 0.6900         \$ 56,287         \$ 0.6335         \$ 51,6           Feb-04         69,048         \$ 0.6000         \$ 41,429         \$ 0.5990         \$ 41,3           Mar-04         49,766         \$ 0.5500         \$ 27,371         \$ 0.5250         \$ 26,1           Apr-04         32,590         \$ 0.5900         \$ 19,228         \$ 0.5480         \$ 17,8           May-04         21,427         \$ 0.5900         \$ 12,642         \$ 0.5950         \$ 12,7           Jun-04         17,861         \$ 0.7200         \$ 12,860         \$ 0.6730         \$ 12,0           Jul-04         21,234         \$ 0.7200         \$ 15,288         \$ 0.6460         \$ 13,7           Aug-04         24,495         \$ 0.6500         \$ 15,922         \$ 0.6020         \$ 14,7           Sep-04         26,553         \$ 0.6200         \$ 16,463         \$ 0.5500         \$ 23,7				6	CCC	Va	nguard IV		ct Index
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May-04         21,427         \$ 0.5900         \$ 12,642         \$ 0.5950         \$ 12,7           Jun-04         17,861         \$ 0.7200         \$ 12,860         \$ 0.6730         \$ 12,0           Jul-04         21,234         \$ 0.7200         \$ 15,288         \$ 0.6460         \$ 13,7           Aug-04         24,495         \$ 0.6500         \$ 15,288         \$ 0.6020         \$ 14,7           Sep-04         26,553         \$ 0.6200         \$ 16,463         \$ 0.5270         \$ 13,7           Oct-04         42,652         \$ 0.5800         \$ 24,738         \$ 0.5550         \$ 23,6           Nov-04         57,521         \$ 0.7400         \$ 42,566         \$ 0.8155         \$ 46,5           Dec-04         75,367         \$ 0.7000         \$ 52,757         \$ 0.7378         \$ 55,6           Jan-05         79,094         \$ 0.7200         \$ 56,948         \$ 0.6315         \$ 49,5           Feb-05         61,561         \$ 0.6700         \$ 41,246         \$ 0.6425         \$ 39,5           Mar-05         62,580         \$ 0.7600         \$ 31,691         \$ 0.7235         \$ 30,1           May-05         38,786         \$ 0.7800         \$ 30,253         \$ 0.7035         \$ 27,2	<b>1аг-04</b>	49,766	\$ 0.550	0 \$	27,371	\$	0.5250	\$	26,127
Jun-04         17,861         \$ 0,7200         \$ 12,860         \$ 0,6730         \$ 12,0           Jul-04         21,234         \$ 0,7200         \$ 15,288         \$ 0,6460         \$ 13,7           Aug-04         24,495         \$ 0,6500         \$ 15,288         \$ 0,6602         \$ 14,7           Sep-04         26,553         \$ 0,6200         \$ 16,463         \$ 0,5270         \$ 13,5           Oct-04         42,652         \$ 0,5800         \$ 24,738         \$ 0,5550         \$ 23,6           Nov-04         57,521         \$ 0,7400         \$ 42,566         \$ 0,8155         \$ 46,5           Dec-04         75,367         \$ 0,7000         \$ 52,757         \$ 0,7378         \$ 55,6           Jan-05         79,094         \$ 0,7200         \$ 56,948         \$ 0,6315         \$ 49,5           Feb-05         61,561         \$ 0,6700         \$ 41,246         \$ 0,6425         \$ 39,5           Mar-05         62,580         \$ 0,6400         \$ 40,051         \$ 0,6255         \$ 39,1           May-05         38,786         \$ 0,7800         \$ 30,253         \$ 0,7035         \$ 27,2           Jul-05         22,797         \$ 0,7400         \$ 16,870         \$ 0,7205         \$ 16,4	pr-04	32,590	\$ 0.590	0   \$	19,228	\$	0.5480	\$	17,859
Jul-04         21,234         \$ 0.7200         \$ 15,288         \$ 0.6460         \$ 13,7           Aug-04         24,495         \$ 0.6500         \$ 15,922         \$ 0.6020         \$ 14,7           Sep-04         26,553         \$ 0.6200         \$ 16,463         \$ 0.5270         \$ 13,5           Oct-04         42,652         \$ 0.5800         \$ 24,738         \$ 0.5550         \$ 23,6           Nov-04         57,521         \$ 0.7400         \$ 42,566         \$ 0.8155         \$ 46,5           Dec-04         75,367         \$ 0.7000         \$ 52,757         \$ 0.7378         \$ 55,6           Jan-05         79,094         \$ 0.7200         \$ 56,948         \$ 0.6315         \$ 49,5           Feb-05         61,561         \$ 0.6700         \$ 41,246         \$ 0.6425         \$ 39,5           Mar-05         62,580         \$ 0.6400         \$ 40,051         \$ 0.6255         \$ 39,1           May-05         38,786         \$ 0.7800         \$ 30,253         \$ 0.7035         \$ 27,2           Jul-05         26,777         \$ 0.7400         \$ 16,870         \$ 0.7205         \$ 16,4           Aug-05         23,367         \$ 0.7500         \$ 19,025         \$ 0.7305         \$ 12,2	fay-04	21,427	\$ 0.590	ю   \$	12,642	\$	0.5950	\$	12,749
Aug-04         24,495         \$ 0.6500         \$ 15,922         \$ 0.6020         \$ 14,7           Sep-04         26,553         \$ 0.6200         \$ 16,463         \$ 0.5270         \$ 13,9           Oct-04         42,652         \$ 0.5800         \$ 24,738         \$ 0.5550         \$ 23,6           Nov-04         57,521         \$ 0.7400         \$ 42,566         \$ 0.8155         \$ 46,5           Dec-04         75,367         \$ 0.7000         \$ 52,757         \$ 0.7378         \$ 55,6           Jan-05         79,094         \$ 0.7200         \$ 56,948         \$ 0.6315         \$ 49,5           Feb-05         61,561         \$ 0.6700         \$ 41,246         \$ 0.6425         \$ 39,5           Mar-05         62,580         \$ 0.6400         \$ 40,051         \$ 0.6255         \$ 39,1           Apr-05         41,699         \$ 0.7600         \$ 31,691         \$ 0.7235         \$ 30,1           May-05         38,786         \$ 0.7800         \$ 30,253         \$ 0.7035         \$ 27,2           Jul-05         22,797         \$ 0.7400         \$ 16,870         \$ 0.7205         \$ 16,4           Aug-05         23,667         \$ 0.7500         \$ 19,025         \$ 0.7305         \$ 12,2	ın-04	17,861	\$ 0.720	ю \$	12,860	\$	0.6730	\$	12,020
Sep-04         26,553         \$ 0,6200         \$ 16,463         \$ 0,5270         \$ 13,5           Oct-04         42,652         \$ 0,5800         \$ 24,738         \$ 0,5550         \$ 23,6           Nov-04         57,521         \$ 0,7400         \$ 42,566         \$ 0,8155         \$ 46,5           Dec-04         75,367         \$ 0,7000         \$ 52,757         \$ 0,7378         \$ 55,6           Jan-05         79,094         \$ 0,7200         \$ 56,948         \$ 0,6315         \$ 49,5           Feb-05         61,561         \$ 0,6700         \$ 41,246         \$ 0,6425         \$ 39,5           Mar-05         62,580         \$ 0,6400         \$ 40,051         \$ 0,6255         \$ 39,1           Apr-05         41,699         \$ 0,7600         \$ 31,691         \$ 0,7235         \$ 30,1           May-05         38,786         \$ 0,7800         \$ 30,253         \$ 0,7035         \$ 27,2           Jul-05         26,777         \$ 0,7000         \$ 18,744         \$ 0,6385         \$ 17,6           Aug-05         23,367         \$ 0,7500         \$ 19,025         \$ 0,7305         \$ 12,2           Sep-05         28,218         \$ 1,0000         \$ 28,218         \$ 0,9780         \$ 27,2	al-04	21,234	\$ 0.720	10 S	15,288	\$	0.6460	\$	13,717
Oct-04         42,652         \$ 0.5800         \$ 24,738         \$ 0.5550         \$ 23,6           Nov-04         57,521         \$ 0.7400         \$ 42,566         \$ 0.8155         \$ 46,5           Dec-04         75,367         \$ 0.7000         \$ 52,757         \$ 0.7378         \$ 55,6           Jan-05         79,094         \$ 0.7200         \$ 56,948         \$ 0.6315         \$ 49,5           Feb-05         61,561         \$ 0.6700         \$ 41,246         \$ 0.6425         \$ 39,5           Mar-05         62,580         \$ 0.6400         \$ 40,051         \$ 0.6255         \$ 39,1           Apr-05         41,699         \$ 0.7600         \$ 31,691         \$ 0.7235         \$ 30,1           May-05         38,786         \$ 0.7800         \$ 30,253         \$ 0.7035         \$ 27,2           Jul-05         22,797         \$ 0.7400         \$ 16,870         \$ 0.7205         \$ 16,4           Aug-05         25,367         \$ 0.7500         \$ 19,025         \$ 0.7305         \$ 18,5           Sep-05         28,218         \$ 1,0000         \$ 28,218         \$ 0.7205         \$ 16,8           Nov-05         58,591         \$ 1,1000         \$ 69,723         \$ 1,2990         \$ 76,1	ug-04	24,495	\$ 0.650	ю \$	15,922	\$	0.6020	\$	14,746
Nov-04         57,521         \$ 0.7400         \$ 42,566         \$ 0.8155         \$ 46,5           Dec-04         75,367         \$ 0.7000         \$ 52,757         \$ 0.7378         \$ 55,6           Jan-05         79,094         \$ 0.7200         \$ 56,948         \$ 0.6315         \$ 49,5           Feb-05         61,561         \$ 0.6700         \$ 41,246         \$ 0.6425         \$ 39,5           Mar-05         62,580         \$ 0.6400         \$ 40,051         \$ 0.6255         \$ 39,1           Apr-05         41,699         \$ 0.7600         \$ 31,691         \$ 0.7235         \$ 30,1           May-05         38,786         \$ 0.7800         \$ 30,253         \$ 0.7035         \$ 27,2           Jul-05         26,777         \$ 0.7000         \$ 16,870         \$ 0.7205         \$ 16,4           Aug-05         25,367         \$ 0.7500         \$ 19,025         \$ 0.7305         \$ 12,2           Sep-05         28,218         \$ 1,0000         \$ 28,218         \$ 0.9780         \$ 27,5           Nov-05         53,591         \$ 1,1700         \$ 54,799         \$ 1.2300         \$ 76,1           Jan-06         66,725         \$ 0.9400         \$ 62,722         \$ 0.8000         \$ 33,3	ep-04	26,553	\$ 0.620	ю   \$	16,463	\$	0,5270	\$	13,993
Dec-04         75,367         \$ 0.7000         \$ 52,757         \$ 0.7378         \$ 55,6           Jan-05         79,094         \$ 0.7200         \$ 56,948         \$ 0.6315         \$ 49,5           Feb-05         61,561         \$ 0.6700         \$ 41,246         \$ 0.6425         \$ 39,5           Mar-05         62,580         \$ 0.6400         \$ 40,051         \$ 0.6255         \$ 39,1           Apr-05         41,699         \$ 0.7600         \$ 31,691         \$ 0.7235         \$ 30,1           May-05         38,786         \$ 0.7800         \$ 30,253         \$ 0.7035         \$ 27,2           Jun-05         26,777         \$ 0.7000         \$ 18,744         \$ 0.6385         \$ 17,5           Jul-05         22,797         \$ 0.7400         \$ 16,870         \$ 0.7205         \$ 16,4           Aug-05         25,367         \$ 0.7500         \$ 19,025         \$ 0.7305         \$ 18,5           Sep-05         28,218         \$ 1.0000         \$ 28,218         \$ 0.9780         \$ 27,5           Oct-05         46,837         \$ 1.1700         \$ 69,723         \$ 1.2300         \$ 57,6           Nov-05         58,591         \$ 1.1900         \$ 69,723         \$ 1.0470         \$ 44,4	ct-04	42,652	\$ 0.580	00   \$	24,738	\$	0.5550	\$	23,672
Ian-05         79,094         \$ 0.7200         \$ 56,948         \$ 0.6315         \$ 49,5           Feb-05         61,561         \$ 0.6700         \$ 41,246         \$ 0.6425         \$ 39,5           Mar-05         62,580         \$ 0.6400         \$ 40,051         \$ 0.6225         \$ 39,5           Apr-05         41,699         \$ 0.7600         \$ 31,691         \$ 0.7235         \$ 30,1           May-05         38,786         \$ 0.7800         \$ 30,253         \$ 0.7035         \$ 27,2           Jun-05         26,777         \$ 0.7000         \$ 18,744         \$ 0.6385         \$ 17,6           Jul-05         22,797         \$ 0.7400         \$ 16,870         \$ 0.7205         \$ 16,4           Aug-05         25,367         \$ 0.7500         \$ 19,025         \$ 0.7305         \$ 18,5           Sep-05         28,218         \$ 1.0000         \$ 28,218         \$ 0.9780         \$ 27,5           Oct-05         46,837         \$ 1.1700         \$ 54,799         \$ 1.2300         \$ 57,6           Nov-05         58,591         \$ 1.1900         \$ 69,723         \$ 1.0470         \$ 84,4           Jan-06         66,937         \$ 1.0900         \$ 72,961         \$ 1.0750         \$ 71,5	iov-04	57,521	\$ 0.740	00   \$	42,566	\$	0.8155	\$	46,908
Feb-05         61,561         \$ 0,6700         \$ 41,246         \$ 0.6425         \$ 39,5           Mar-05         62,580         \$ 0,6400         \$ 40,051         \$ 0.6255         \$ 39,1           Apr-05         41,699         \$ 0,7600         \$ 31,691         \$ 0,7235         \$ 30,1           May-05         38,786         \$ 0,7800         \$ 30,253         \$ 0,7035         \$ 27,2           Jun-05         26,777         \$ 0,7000         \$ 18,744         \$ 0.6385         \$ 17,6           Jul-05         22,797         \$ 0,7400         \$ 16,870         \$ 0,7205         \$ 16,4           Aug-05         25,367         \$ 0,7500         \$ 19,025         \$ 0,7305         \$ 18,5           Sep-05         28,218         \$ 1,0000         \$ 28,218         \$ 0,9780         \$ 27,5           Oct-05         46,837         \$ 1,1700         \$ 54,799         \$ 1,2300         \$ 57,6           Nov-05         58,591         \$ 1,1900         \$ 69,723         \$ 1,0470         \$ 44,4           Jan-06         66,937         \$ 1,0900         \$ 72,961         \$ 1,0750         \$ 71,5           Feb-06         66,725         \$ 0,9400         \$ 62,722         \$ 0,8000         \$ 53,3	ec-04	75,367	\$ 0.700	0 \$	52,757	\$	0.7378	\$	55,606
Mar-05         62,580         \$ 0.6400         \$ 40,051         \$ 0.6255         \$ 39,1           Apr-05         41,699         \$ 0.7600         \$ 31,691         \$ 0.7235         \$ 30,3           May-05         38,786         \$ 0.7800         \$ 30,253         \$ 0.7035         \$ 27,2           Jun-05         26,777         \$ 0.7000         \$ 18,744         \$ 0.6385         \$ 17,6           Jul-05         22,797         \$ 0.7400         \$ 16,870         \$ 0.7205         \$ 16,4           Aug-05         25,367         \$ 0.7500         \$ 19,025         \$ 0.7305         \$ 18,5           Sep-05         28,218         \$ 1.0000         \$ 28,218         \$ 0.9780         \$ 27,5           Oct-05         46,837         \$ 1.1700         \$ 54,799         \$ 1.2300         \$ 57,6           Nov-05         58,591         \$ 1.1900         \$ 69,723         \$ 1.2990         \$ 76,1           Dec-05         80,686         \$ 1.1300         \$ 91,175         \$ 1.0470         \$ 84,4           Jan-06         66,937         \$ 1.0900         \$ 72,961         \$ 1.0750         \$ 71,5           Feb-06         66,725         \$ 0.9400         \$ 62,722         \$ 0.8900         \$ 53,3	an-05	79,094	\$ 0.720	0 \$	56,948	\$	0.6315	\$	49,948
Apr-05         41,699         \$ 0.7600         \$ 31,691         \$ 0.7235         \$ 30,1           May-05         38,786         \$ 0.7800         \$ 30,253         \$ 0.7035         \$ 27,2           Jun-05         26,777         \$ 0.7000         \$ 18,744         \$ 0.6385         \$ 17,0           Jul-05         22,797         \$ 0.7400         \$ 16,870         \$ 0.7205         \$ 16,4           Aug-05         25,367         \$ 0.7500         \$ 19,025         \$ 0.7305         \$ 18,5           Sep-05         28,218         \$ 1.0000         \$ 28,218         \$ 0.9780         \$ 27,5           Oct-05         46,837         \$ 1.1700         \$ 54,799         \$ 1.2300         \$ 57,6           Nov-05         58,591         \$ 1.1900         \$ 69,723         \$ 1.2990         \$ 76,1           Dec-05         80,686         \$ 1.1300         \$ 91,175         \$ 1.0470         \$ 84,4           Jan-06         66,937         \$ 1.0900         \$ 72,961         \$ 1.0750         \$ 71,5           Feb-06         66,725         \$ 0.9400         \$ 62,722         \$ 0.8000         \$ 53,2           Apr-06         41,558         \$ 0.6600         \$ 27,428         \$ 0.6650         \$ 27,4	eb-05	61,561	\$ 0.670	00 \$	41,246	\$	0.6425	\$	39,553
May-05         38,786         \$ 0,7800         \$ 30,253         \$ 0,7035         \$ 27,2           Jun-05         26,777         \$ 0,7000         \$ 18,744         \$ 0,6385         \$ 17,0           Jul-05         22,797         \$ 0,7400         \$ 16,870         \$ 0,7205         \$ 16,4           Aug-05         25,367         \$ 0,7500         \$ 19,025         \$ 0,7305         \$ 18,5           Sep-05         28,218         \$ 1,0000         \$ 28,218         \$ 0,9780         \$ 27,5           Oct-05         46,837         \$ 1,1700         \$ 54,799         \$ 1,2300         \$ 57,6           Nov-05         58,591         \$ 1,1900         \$ 69,723         \$ 1,0470         \$ 84,4           Jan-06         66,937         \$ 1,0900         \$ 72,961         \$ 1,0470         \$ 84,4           Feb-06         66,725         \$ 0,9400         \$ 62,722         \$ 0,8000         \$ 53,2           Apr-06         41,558         \$ 0,6600         \$ 27,428         \$ 0,6650         \$ 27,4           May-06         38,404         \$ 0,6100         \$ 23,426         \$ 0,5840         \$ 15,1           Jul-06         22,8821         \$ 0,5000         \$ 11,411         \$ 0,5750         \$ 13,1	Aar-05	62,580	\$ 0.640	00   \$	40,051	\$	0.6255	\$	39,144
Jun-05         26,777         \$ 0.7000         \$ 18,744         \$ 0.6385         \$ 17,0           Jul-05         22,797         \$ 0.7400         \$ 16,870         \$ 0.7205         \$ 16,4           Aug-05         25,367         \$ 0.7500         \$ 19,025         \$ 0.7305         \$ 18,5           Sep-05         28,218         \$ 1.0000         \$ 28,218         \$ 0.9780         \$ 27,5           Oct-05         46,837         \$ 1.1700         \$ 54,799         \$ 1.2300         \$ 57,6           Nov-05         58,591         \$ 1.1900         \$ 69,723         \$ 1.2990         \$ 76,1           Dec-05         80,686         \$ 1.1300         \$ 91,175         \$ 1.0470         \$ 84,4           Jan-06         66,937         \$ 1.0900         \$ 72,961         \$ 1.0750         \$ 71,5           Feb-06         66,725         \$ 0.9400         \$ 62,722         \$ 0.8000         \$ 53,2           Apr-06         41,558         \$ 0.6600         \$ 27,428         \$ 0.6650         \$ 27,4           Aug-06         38,404         \$ 0.6100         \$ 23,426         \$ 0.6890         \$ 26,2           Jul-06         22,821         \$ 0.5000         \$ 11,411         \$ 0.5750         \$ 13,1	pr-05	41,699	\$ 0.760	0 \$	31,691	\$	0.7235	\$	30,169
Jul-05         22,797         \$ 0.7400         \$ 16,870         \$ 0.7205         \$ 16,4           Aug-05         25,367         \$ 0.7500         \$ 19,025         \$ 0.7305         \$ 18,5           Sep-05         28,218         \$ 1,0000         \$ 28,218         \$ 0.9780         \$ 27,5           Oct-05         46,837         \$ 1,1700         \$ 54,799         \$ 1,2300         \$ 57,6           Nov-05         58,591         \$ 1,1900         \$ 69,723         \$ 1,2990         \$ 76,1           Dec-05         80,686         \$ 1,1300         \$ 91,175         \$ 1,0470         \$ 84,4           Jan-06         66,937         \$ 1,0900         \$ 72,961         \$ 1,0750         \$ 71,5           Feb-06         66,725         \$ 0,9400         \$ 62,722         \$ 0,8000         \$ 53,3           Mar-06         58,235         \$ 0,6700         \$ 39,017         \$ 0.6920         \$ 40,2           Apr-06         41,558         \$ 0,6600         \$ 27,428         \$ 0.6650         \$ 27,4           May-06         38,404         \$ 0,6100         \$ 23,426         \$ 0,6890         \$ 26,4           Jul-06         22,821         \$ 0,5000         \$ 11,411         \$ 0,5750         \$ 13,1	/lay-05	38,786	\$ 0.780	00 s	30,253	\$	0.7035	\$	27,286
Aug-05         25,367         \$ 0.7500         \$ 19,025         \$ 0.7305         \$ 18,5           Sep-05         28,218         \$ 1.0000         \$ 28,218         \$ 0.9780         \$ 27,5           Oct-05         46,837         \$ 1.1700         \$ 54,799         \$ 1.2300         \$ 57,6           Nov-05         58,591         \$ 1.1900         \$ 69,723         \$ 1.2990         \$ 76,1           Dec-05         80,686         \$ 1.1300         \$ 91,175         \$ 1.0470         \$ 84,4           Jan-06         66,937         \$ 1.0900         \$ 72,961         \$ 1.0750         \$ 71,5           Feb-06         66,725         \$ 0.9400         \$ 62,722         \$ 0.8000         \$ 53,2           Mar-06         58,235         \$ 0.6700         \$ 39,017         \$ 0.6920         \$ 40,2           Apr-06         41,558         \$ 0.6600         \$ 27,428         \$ 0.6650         \$ 27,4           May-06         38,404         \$ 0.6100         \$ 23,426         \$ 0.6890         \$ 26,4           Jul-06         22,821         \$ 0.5000         \$ 11,411         \$ 0.5750         \$ 13,1           Aug-06         29,872         \$ 0.5000         \$ 11,497         \$ 0.6750         \$ 15,5	un-05	26,777	\$ 0.700	00 \$	18,744	\$	0,6385	\$	17,097
Sep-05         28,218         \$ 1,0000         \$ 28,218         \$ 0,9780         \$ 27,5           Oct-05         46,837         \$ 1,1700         \$ 54,799         \$ 1,2300         \$ 57,6           Nov-05         58,591         \$ 1,1900         \$ 69,723         \$ 1,2990         \$ 76,1           Dec-05         80,686         \$ 1,1300         \$ 91,175         \$ 1,0470         \$ 84,4           Jan-06         66,937         \$ 1,0900         \$ 72,961         \$ 1,0750         \$ 71,5           Feb-06         66,725         \$ 0,9400         \$ 62,722         \$ 0,8000         \$ 53,2           Mar-06         58,235         \$ 0,6700         \$ 39,017         \$ 0,6920         \$ 40,2           Apr-06         41,558         \$ 0,6600         \$ 27,428         \$ 0,6650         \$ 27,4           May-06         38,404         \$ 0,6100         \$ 23,426         \$ 0,6890         \$ 26,4           Jul-06         25,882         \$ 0,5000         \$ 11,411         \$ 0,5750         \$ 13,1           Aug-06         22,924         \$ 0,5000         \$ 11,497         \$ 0,6750         \$ 15,5           Sep-06         29,872         \$ 0,5900         \$ 17,624         \$ 0,6480         \$ 19,5	ul-05	22,797	\$ 0.740	00 S	16,870	\$	0.7205	\$	16,425
Oct-05         46,837         \$ 1.1700         \$ 54,799         \$ 1.2300         \$ 57,6           Nov-05         58,591         \$ 1.1900         \$ 69,723         \$ 1.2990         \$ 76,1           Dec-05         80,686         \$ 1.1300         \$ 91,175         \$ 1.0470         \$ 84,4           Jan-06         66,937         \$ 1.0900         \$ 72,961         \$ 1.0750         \$ 71,5           Feb-06         66,725         \$ 0.9400         \$ 62,722         \$ 0.8000         \$ 53,2           Mar-06         58,235         \$ 0.6700         \$ 39,017         \$ 0.6920         \$ 40,2           Apr-06         41,558         \$ 0.6600         \$ 27,428         \$ 0.6650         \$ 27,4           May-06         38,404         \$ 0.6100         \$ 23,426         \$ 0.6890         \$ 26,4           Jul-06         25,882         \$ 0.5000         \$ 11,411         \$ 0.5750         \$ 13,1           Aug-06         22,821         \$ 0.5000         \$ 11,497         \$ 0.6750         \$ 15,5           Sep-06         29,872         \$ 0.5900         \$ 17,624         \$ 0.6480         \$ 19,5           Oct-06         50,247         \$ 0.4400         \$ 22,109         \$ 0.4350         \$ 21,4	ug-05	25,367	\$ 0.750	00   S	19,025	\$	0.7305	\$	18,531
Nov-05         58,591         \$ 1.1900         \$ 69,723         \$ 1.2990         \$ 76,1           Dec-05         80,686         \$ 1.1300         \$ 91,175         \$ 1.0470         \$ 84,4           Jan-06         66,937         \$ 1.0900         \$ 72,961         \$ 1.0750         \$ 71,5           Feb-06         66,725         \$ 0.9400         \$ 62,722         \$ 0.8000         \$ 53,2           Mar-06         58,235         \$ 0.6700         \$ 39,017         \$ 0.6920         \$ 40,2           Apr-06         41,558         \$ 0.6600         \$ 27,428         \$ 0.6650         \$ 27,4           May-06         38,404         \$ 0.6100         \$ 23,426         \$ 0.6890         \$ 26,4           Jul-06         25,882         \$ 0.5000         \$ 11,411         \$ 0.5750         \$ 13,1           Aug-06         22,821         \$ 0.5000         \$ 11,411         \$ 0.6750         \$ 15,5           Sep-06         29,872         \$ 0.5900         \$ 17,624         \$ 0.6480         \$ 19,5           Oct-06         50,247         \$ 0.4400         \$ 22,109         \$ 0.4350         \$ 21,4           Nov-06         57,397         \$ 0.5500         \$ 31,568         \$ 0.7640         \$ 43,4	ep-05	28,218	\$ 1.000	ю [ \$	28,218	\$	0.9780	\$	27,597
Dec-05         80,686         \$ 1.1300         \$ 91,175         \$ 1.0470         \$ 84,4           Jan-06         66,937         \$ 1.0900         \$ 72,961         \$ 1.0750         \$ 71,5           Feb-06         66,725         \$ 0.9400         \$ 62,722         \$ 0.8000         \$ 53,3           Mar-06         58,235         \$ 0.6700         \$ 39,017         \$ 0.6920         \$ 40,2           Apr-06         41,558         \$ 0.6600         \$ 27,428         \$ 0.6650         \$ 27,4           May-06         38,404         \$ 0.6100         \$ 23,426         \$ 0.6890         \$ 26,4           Jun-06         25,882         \$ 0.5000         \$ 11,411         \$ 0.5750         \$ 13,1           Aug-06         22,821         \$ 0.5000         \$ 11,497         \$ 0.6750         \$ 15,5           Sep-06         29,872         \$ 0.5900         \$ 17,624         \$ 0.6480         \$ 19,2           Oct-06         50,247         \$ 0.4400         \$ 22,109         \$ 0.4350         \$ 21,4           Nov-06         57,397         \$ 0.5500         \$ 31,568         \$ 0.7640         \$ 43,4	ct-05	46,837	\$ 1.170	ю s	54,799	\$	1.2300	\$	57,610
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1.	Nov-06		\$ 0.55	00   \$		\$	0.7640	\$	43,851
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	an-07	76,832	\$ 0.67	00   <b>s</b>		\$	0.6480	\$	49,787
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Average 0.7296 0.7	Average	<u></u>	<u> </u>	L	0.7296	L		١.,	0.7176

Savings with Vanguard Energy \$ 24,979 1.639%

Confidential and Proprietary information of Vanguard Energy Services



This Exhibit "A" is made and entered into by and between Vanguard Energy Services, L.L.C. ("Vanguard Energy Services") and McLean County Government ("Customer"), establishes legally binding terms and conditions to govern the sale and purchase of natural gas ("gas") and services delivered by Vanguard Energy Services to Customer. This Exhibit shall become effective on the first day of September, 2007 and extend through the last day of August, 2009, or for each Facility listed on Exhibit B, upon that Facilities first utility billing cycle immediately thereafter, and shall continue through the term of the Master Energy Services Agreement referenced below, including any Renewal Term unless superseded by a new Exhibit A. This Exhibit A will supersede any previous Exhibit A with respect to all Facilities listed on Exhibit B.

In addition to the terms and conditions contained herein, this document is governed by the terms and conditions contained in the executed Master Energy Services Agreement (Vanguard Energy Services Agreement # 2028 dated July 22, 2003 by and between Vanguard Energy Services and Customer, which is incorporated herein and made a part hereof.

Customer will receive one total bill for service which includes items (1), (2), (3), (4) as shown below. If a billing period spans more than one calendar month, commodity costs will be prorated based on the applicable forecasted volumes and the applicable monthly Vanguard Energy Services weighted average cost of gas (WACOG).

Vanguard Energy Services agrees to sell and deliver, and Customer agrees to purchase and receive 100% of contracted volumes listed below and delivered by Vanguard Energy Services to Customer's LDC for Customer's facilities as listed within Exhibit B, attached hereto.

1. COMMODITY PRICING: Monthly commodity price during the Term of this Agreement shall be priced at \$0.01 per therm above the Vanguard Market Index for the applicable contracted volumes listed below, not withstanding customer's actual metered gas consumption, and adjusted for unaccounted gas as determined by Customer's local distribution company. In the event that Customers monthly natural gas consumption is greater than the contracted volumes stated below, Vanguard Energy Services will charge Customer for those additional volumes at a price equal to \$0.01 per therm above the actual weighted average cost of gas ("WACOG") purchased by Vanguard Energy Services, and scheduled to flow during that month, for the express purpose of balancing Vanguard Energy Services retail aggregation pools. In the event Customer's monthly metered gas consumption is less than the contracted) volumes stated below, Vanguard Energy Services will credit back those deficient volumes to customer at \$0.01 per therm below the actual weighed average sales price ("WASP") of gas sold by Vanguard Energy Services, and scheduled to flow during that month, for the express purpose of balancing Vanguard Energy Services retail aggregation pools.

Any natural gas delivered after the VMI pricing period without execution of a new Exhibit A will be priced per the terms of the Master Energy Services Agreement.

- 2. LOCAL GAS DISTRIBUTION UTILITY CHARGES: Customer will be responsible for payment of monthly LDC charges as issued by the utility. If applicable, Vanguard Energy Services will include any charges not billed directly to customer by utility for facilities specified in Exhibit B.
- 3. VANGUARD ENERGY SERVICES SERVICE FEE: \$0.00 monthly.

4. TAXES: All applicable taxes.

5. LDC: Nicor Gas

6. VOLUMES: The Customer's contracted (indexed) volumes as well as the applicable unit of measure associated with this transaction shall be as follows:

	MONTHLY VOLUME COMMITMENTS - UNIT OF MEASURE (THERMS)							
JAN	81,050	FEB	65,490	MAR	55,190	APR	43,590	
MAY	35,020	JUN	24,840	JUL	20,600	AUG	21,970	
SEP	31,730	ОСТ	42,250	NOV	59,360	DEC	70,160	

7. MISCELLANEOUS: In the event Vanguard Energy Services is directed by Customer's LDC to either increase or decrease gas deliveries as a result of a 'Critical Day', whether for Customer's actual or historically potential gas consumption as determined by Customer's LDC, Customer agrees that it shall be responsible for any and all incremental costs, expenses, charges, damages or liabilities incurred by Vanguard Energy Services as a result of Vanguard Energy Services' compliance with said Customer's LDC directive as applied to Customer's account. In the event that the index above is not available, the parties will mutually agree upon an alternate index.

In Witness whereof, the Parties acknowledge that they have heretofore executed this Exhibit A to the Master Energy Services Agreement, as well as any necessary and applicable Exhibit(s) and Rider(s), which are hereby incorporated herein by reference and made a part hereto.

VANGUAR	D ENERGY SERVICES, L.L.C.	CUSTOMER:	McLean County Government	
Signed:	The second secon	Signed:		
Ву:		By:	Michael F. Sweeney	<u> </u>
Title:	Managing Partner	Title:	Chairman, McLean County Board	
Date:		Date:	June 19, 2007	



Wiss, Janney, Elstner Associates, Inc. 10 S. LaSalle Street, Suite 2600 Chicago, Illinois 60603 312.372.0555 tel | 312.372.0873 fax www.wie.com

Via: E-mail & Mail

21 May 2007

RECEIVED

MAY 2 1 2007

Mr. Jack Moody, Facilities Manager McLean County 104 W. Front Street P.O. Box 2400 Bloomington, Illinois 61702-2400

Facilities Mgt. Div.

Re: Facade Repair and Restoration

Old McLean County Courthouse, Bloomington, Illinois

WJE No. 2007.1018

Dear Mr. Moody:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal to develop construction documents, assist during bidding, and provide construction observation services at the Old McLean County Court. This proposal outlines our recommendations for future restoration of the Old McLean County Courthouse.

## Scope of Repair Work

Our previously report titled "Old McLean County Courthouse-Limited Exterior Envelope Investigation," dated 28 August 2002 outlined repairs in three phases of work and prioritizes repairs according to the level of existing distress, urgency for repair, and reasonable construction. The restoration of the dome and drum were completed in 2005.

The following is a summary of the remaining repair work on the Old McLean County Courthouse, based on a two-year construction schedule.

#### First-year construction work

- 1. Site and entrance stair: Replace selected sections of concrete sidewalk, concrete steps, and handrails at the north, west, south, and east sides of the building; and repair the granite steps and limestone flanking knee walls at the north, west, south, and east building entrances.
- 2. Limestone facade repairs: Repoint the cornices, cornice moldings, and main facades; install new lateral anchors; rout and point cracks at isolated areas of limestone facades; and repair spalled limestone units with new limestone dutchman repairs.
- 3. Windows: Repair existing window sashes with faulty spring-loaded counterweights.
- 4. *Marble stairs and handrails:* Repair the monumental marble stairs, and install supplemental bracing at existing handrails.

Headquarters & Laboratories-Northbrook, Illinois

Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit | Honolulu | Houston
Los Angeles | Minneapolis | New Haven | New York | Princeton | San Francisco | Seattle | Washington, DC



## Second-year construction work

- 5. Balustrade: Long term repair of the limestone balustrade.
- 6. South and east facade masonry repairs: Repoint the south and east main limestone cornices, cornice moldings, and main limestone facades; install new lateral anchors in the south and east limestone facades; rout and point cracks in selected areas of the south and east limestone facades; and repair spalled limestone units with new limestone dutchman repairs on the south and east facades.
- 7. Main roof: Remove and replace the existing built-up membrane at the main roof.
- 8. Interior scagliola panels: Install supplemental anchors, point selected cracks, and other miscellaneous repairs at the interior scagliola wall panels.
- 9. Windows and doors: Conservation work on the eight panels of Luxfer prism glass windows in the drum dome; conservation work (clean and refinish) the four bronze entrance doors and window walls; conservation work (clean and refinish) the interior bronze doors and room entrance walls (assume two locations); refinish the eight existing lamp standards; and remove and replace the existing perimeter sealant at the existing aluminum framed windows.
- 10. East and west entrance vestibules: Remove and rehang the ceilings in the east and west entrance vestibules, and install supplemental anchors at serpentine stone veneer panels at the east and west entrance vestibules.

## **Scope of Services**

WJE will perform the following services to complete the exterior restoration of the Old McLean County Courthouse:

- 1. Update Inspection and Investigation. Since WJE's previous investigation was completed more than 5 years ago, a follow up inspection and limited investigation should be performed to assess the current condition of the facade. This would include a close up inspection of the main walls of the building as well as potentially limited materials testing and inspection openings.
- 2. Construction Documents. Prepare Contract Documents, including construction drawings, technical specifications, general conditions for the construction contract, and bidding forms for the scope of repair work outlined above. During the preparation of the construction documents, WJE will attend up to three meetings with McLean County and McLean County Museum of History personnel in Bloomington.
- 3. Cost Estimating Services. WJE will engage the services of a cost estimating consultant to assist in preparing revised opinions of probable construction cost. This service will be performed when the construction documents are at the 90 percent complete stage to allow changes prior to bidding.



- 4. Bidding and Contract Award. Assist McLean County during bidding by answering questions from contractors and other bidders and preparing addenda, if required. WJE will attend a pre-bid meeting prior to the receipt of bids to walk through the project site. Assist McLean County by reviewing bid proposal and make recommendations for the award of the contract.
- 5. Construction Administration. Assist McLean County with the following services:
  - a. Participate in a pre-construction meeting.
  - b. Review submittals for conformance with the Contract Documents.
  - c. Attend monthly construction meetings.
  - d. Make periodic site visits to review compliance with the Contract Documents. For purposes of this proposal, a five month construction period with four one-day visits monthly are assumed.
  - e. Review applications for payment from the contractor.
  - f. Perform a punch list inspection at substantial completion.

## **Fee Proposal**

For items 1 through 3 (construction document preparation) in the scope of services outlined above, we propose a not to exceed contract amount of \$52,000 in fees plus not to exceed contract amount of \$8,000 in expenses. Expenses include cost estimating services, travel, and per diem for item 2, drawing reproduction, postage, and photographic costs. Completion of items 1 through 4 will take 12 weeks from notice to proceed with the work.

For items 4 and 5 (bidding and construction administration services) in the scope of services outlined above, we propose a not to exceed contract amount of \$72,000 in fees plus not to exceed contract amount of \$8,000 in expenses for 2008 and \$42,000 in fees plus not to exceed contract amount of \$8,000 in expenses for 2009. Expenses include travel and per diem for items 5 and 6, drawing reproduction, postage, and photographic costs.

Estimated design and construction observation fees have been listed for each construction year for your budgeting purposes. The cost figures stated herein do not include any administrative costs to either McLean County or the McLean County Museum of History. Professional fees to perform a brief reevaluation of the current condition of the building are also included. The following is a breakdown of the total costs into the two years assumed for construction.

All work will be performed in accordance with our Standard Terms and Conditions dated 2 August 2004, a copy of which is attached.



We look forward to continuing to assist McLean County with the preservation of the Old Courthouse. Please contact us if you have any questions.

Very truly yours,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.	
Edward Gerns	·
Edward Gerns	
Project Manager	
EAG:laa	
Attachments	
Agreed and Approved	
Name:	(please print)
Signature:	<u></u>
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As Agent or Principal For:	<del></del>
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#### STANDARD TERMS AND CONDITIONS

Page 1 of 2 2 August 2004

These Standard Terms and Conditions shall continue in full force and effect during, and after the completion or termination of, Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) employment. These Standard Terms and Conditions shall control any conflicting term or condition unless WJE agrees otherwise in writing.

#### **PERFORMANCE**

WJE and its employees will exercise the degree of skill and care expected by customarily accepted practices and procedures. No warranties, expressed or implied, are made with respect to WJE's performance, unless agreed to in writing. WJE is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the client. WJE is not responsible for acts or omissions of the client, nor for third parties not under its direct control. WJE shall not be liable for any reason for any special, indirect or consequential damages including loss of use and loss of profit. WJE will take reasonable precautions to minimize any damage to the client's property during conduct of any WJE field work and testing. The client understands that in the normal course of this type of work some damage may occur, liability for which damage is not part of this agreement. WJE may rely upon information supplied by the client engaging WJE, or the contractors or consultants involved, or information available from generally accepted reputable sources, without independent verification. WJE services are being performed solely for client's benefit and no contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against WJE as a result of its services.

WJE shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and safety programs in connection with the project, since these are solely the responsibility of others. WJE shall not be responsible for the contractor's schedules or failure to carry out the project in accordance with contract documents. WJE shall not have control over or charge of acts or omissions of the contractor, subcontractor, or their agents or employees, or of any other non-WJE persons performing portions of the project.

#### USE OF REPORTS, DRAWINGS AND ELECTRONIC MEDIA

WJE retains ownership of letters, reports, drawings, specifications, photographs, test data, notes and other work product it has created. These documents or parts thereof may not be reproduced in advertisements, brochures, or sales material, nor used by the client for any purpose other than the purpose for which they were prepared, nor by third parties, without the written permission of WJE. Conclusions by WJE based on test results are limited to the specific conditions for which the tests were performed. In the event that WJE work product is stored or transmitted by some form of electronic media, the client agrees that WJE shall not be held liable for the completeness, transmission, accuracy or longevity of these materials, nor for misuse thereof.

#### PROPOSALS

Proposals expire 120 days after submission to a client unless a different expiration limit is included in the proposal. WJE may withdraw or modify a proposal at any time prior to

acceptance by the client. All fees and expenses quoted in proposals or stated in invoices are exclusive (net) of local or county excise and other business or business license taxes. The client represents it is aware of all such taxes and shall reimburse WJE upon presentation by WJE of the cost of such taxes by an invoice within one year of completion of services.

#### **CLIENT DUTIES**

In order for WJE to perform the services requested, the client shall, at no expense to WJE, (1) provide all necessary information regarding client's requirements as necessary for orderly progress of the work, (2) designate in writing a person to act as client's representative for services to be rendered under this Agreement, which person shall have authority to transmit instructions, receive instructions and information, interpret and define client's policies and requests for WJE's services, and (3) provide access to and make all provisions for WJE to enter, without cost, limitation or burden to WJE, publicly or privately owned property as required to perform the work, including the use of scaffolds or similar mechanical contrivances.

#### SAFETY

Field work of WJE will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions. WJE is not responsible for the safety of other persons or property.

#### HAZARDOUS MATERIALS

If WJE encounters, or reasonably suspects that it has encountered, hazardous materials in the project, WJE shall cease activity on the project and promptly notify the client. The client shall initiate action, where appropriate, to identify and investigate the nature and extent of hazardous materials in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. Unless otherwise specially provided in writing, the services to be provided by WJE do not include identification of hazardous materials, and WJE has no duty to identify or attempt to identify the same within the area of the project.

It is further understood and agreed that services WJE will undertake for the client may be uninsurable obligations involving the presence or potential presence of hazardous materials. Therefore, the client agrees, except (1) such liability as may arise out of WJE's sole negligence in the performance of services under this agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WJE and its employees, subcontractors and agents from and against any and all claims, lawsuits, damages, liability and costs, including but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of hazardous materials. This indemnification applies only to

existing conditions and not to conditions caused or created by WJE. "Hazardous materials" includes, but is not limited to, any substance, waste, pollutant (including mold and mildew) or contaminant, in whatever form, now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

#### SUSPENSION OF SERVICES

If the client fails to make payment when due for WJE's services and expenses, WJE may, upon seven days' written notice to the client, suspend performance of services under this Agreement. Unless payment in full is received by WJE within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WJE shall have no liability to the client for delay or damage caused the client because of such suspension of services.

#### **FIXED PRICE CONTRACTS**

Where WJE and the client have agreed to a fixed price contract, the following WJE Standard Terms and Conditions are specifically excluded: Time Charges, Expenses, Equipment Usage, Affiliated Consultants, and Subcontracted Services. Progress payments will be made monthly as a percent of completion unless otherwise arranged with the client. Other WJE Standard Terms and Conditions stated herein remain in effect.

#### TIME CHARGES

Time charges are accrued on an hourly basis, unless other arrangements are established. Minimum time charges for personnel at a job site are 8 hours per day, unless time can be utilized on another job. Hourly rates are not increased for overtime. Billing rates may be increased annually.

#### **EXPENSES**

Public transportation, subsistence and out-of-pocket expenses incurred during travel, communications, reproduction and shipping charges will be billed at cost plus 5% (invoiced as an expense service fee.) Use of company or personal vehicles is billed at \$ 0.50 per mile.

Expended materials for field and laboratory investigations, rental equipment, and fees advanced on client's behalf will be billed at cost plus 10% (invoiced as an expense service fee.)

Clients may be charged for the cost of providing copies of receipts or detailed "back-up" information concerning expenses.

#### **EQUIPMENT USAGE**

WJE equipment used in field or laboratory work is billed at approximately 1% of the replacement cost per day, subject to adjustment for minimum or extended usage.

#### **AFFILIATED CONSULTANTS**

WJE retains certain affiliated consultants as independent contractors. These affiliated consultants are billed at rates equivalent to WJE employees of similar education and professional experience.

#### STORAGE

Material samples not consumed in WJE's work will be discarded 30 days after completion of the project unless the client requests other disposition. Charges will be made for extended storage of materials, records, or equipment. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage.

#### SUBCONTRACTED SERVICES

Services are billed at cost plus 10% if the subcontracted firm has at least \$500,000 of Professional/General Liability Insurance, otherwise cost is marked up 20%.

#### SUBPOENAS AND COURT ORDERS

The client is responsible, after notification, for payment of time charges, attorney fees and other expenses resulting from a required response to subpoenas or court orders issued at the request of any party concerning any part of WJE's work. Charges are based on billing rates in effect at the time of WJE's response.

#### DISPUTE RESOLUTION

Any dispute that should arise between the client and WJE shall first try to be resolved through mediation. The mediator shall be mutually agreed upon and chosen from a list provided by the American Arbitration Association or other source of experienced professional mediators.

#### INSURANCE

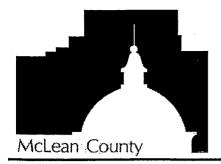
WJE is protected for general, automobile, workers' compensation and employers' liability coverage by policies written by national insurance carriers rated by the A.M. Best Company. The primary limits are \$1,000,000 with a \$2,000,000 aggregate on general liability. Excess coverage applies to exposures over \$1,000,000. Endorsements are not allowed. Coverage is subject to annual renewal. Increased coverage will be sought if requested. Charges for additional coverage will be billed to the client.

#### **BILLING TERMS**

The firm or individual engaging WJE is responsible for payment of charges unless WJE is notified in writing, prior to the time that the charges are incurred, that the engagement is on behalf of another party. Accumulated charges will be billed in approximately monthly intervals. State and local sales and use tax will be included in the billing if applicable. Payment in full (in US dollars) is due upon receipt of the invoice. Invoices which are unpaid 30 days from the invoice date are considered past due and subject to an interest charge at the rate of 1 1/2% per month (or at a lower maximum legal rate) plus related attorneys' fees and collection expenses.

The client is responsible for payment of all charges. Agents of the client who engage WJE are also responsible for payment of all charges unless WJE agrees otherwise in writing prior to the time that the charges are incurred.

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#### OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111 115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

June 1, 2007

Memo to:

The Honorable Chairman and Members of the Property Committee

From:

John M. Zeunik

Re:

Old McLean County Courthouse Renovation Project

Section V of the Lease Agreement entered into between the McLean County Historical Society and the County for use of the Old McLean County Courthouse states:

"The County shall be responsible for all capital expenditures made on said Building. Capital expenditures, as used herein, shall be expressly defined as including only the following specified items and any expenditure not specifically stated shall be the responsibility of the SOCIETY and any other tenant: repair or replacement of the roof, painting or maintenance of the BUILDING exterior, including repairs or maintenance to the exterior walls, the exterior windows, the exterior doors, repair or replacement of the plumbing, heating and air conditioning systems, repair or replacement of the elevator, replacement of the component parts of the electrical system."

Pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2007, sufficient funds are available in the unencumbered fund balance of the General Fund to move forward with the next phase of renovation at the Old McLean County Courthouse. Section 12.23-1 (C) of the Budget Policy states:

"(C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated as a reserve for specific capital improvement projects..."

The audited financial statements for fiscal year 2005 report that the unencumbered fund balance in the General Fund increased \$2,642,485.00. Based on the preliminary financial

Data Processing

Personnel

Records Management

Risk Management

The Honorable Chairman and Members of the Property Committee June 1, 2007 Page Two

reports for fiscal year 2006, the unencumbered fund balance in the General Fund is likely to increase by an additional \$1.8 million. In accordance with the Resolution Establishing the Budget Policy, 10% or \$7,157,430.00 should be maintained as a minimum reserve for interfund borrowing during the first five months of the fiscal year and for emergencies. Setting aside the 10% reserve, the Board may appropriate \$3.4 million for specific capital improvement projects, including the renovation of the Old McLean County Courthouse.

The proposed Resolution Establishing the Budget Policy for Fiscal Year 2008 recommends that "these excess funds may be appropriated for specific capital improvement projects; including necessary repairs and improvements to County buildings and the Old Courthouse that houses the McLean County Museum of History. . ." The Fiscal Year 2008 Budget Policy Resolution was approved by the Board on May 15, 2007. The proposed timeline follows the Budget Policy directive that the excess funds may be appropriated by the County Board at the June or July meeting.

June, 2007 -

Recommend Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2007 Combined Annual Budget and Appropriation Ordinance transferring \$1.75 million from the unencumbered Fund Balance of the General Fund to the Capital-Improvement Fund for the Old McLean County Courthouse project

Approve Contract with Wiss, Janney, Elstner Associates Inc. to prepare Bid Specifications for completion of Phase I of the Old McLean County Courthouse project

September – October, 2007

Award Contracts for Phase I of the Old McLean County Courthouse Project

In accordance with the Resolution Establishing the Budget Policy and consistent with the recommended timeline for beginning the next phase of renovation at the Old McLean County Courthouse, I am respectfully recommending approval of the Emergency Appropriation Ordinance amending the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance.

Should you have any questions concerning the proposed timeline or the funding available to move forward with the next phase of the renovation of the Old McLean County Courthouse, please call me at 888-5110.

Thank you.

## An EMERGENCY APPROPRIATION Ordinance Amending the McLean County Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Facilities Management Department 0041

WHEREAS, the McLean County Board, on November 21, 2006, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2007 Fiscal Year beginning January 1, 2007 and ending December 31, 2007; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the Facilities Management Department 0041, Courthouse Maintenance Program 0049; and,

WHEREAS, pursuant to the lease agreement approved between the McLean County Historical Society and McLean County (the "County"), the County is solely responsible for all capital expenditures made on the Old County Courthouse Building, including repairs or maintenance to the exterior walls, the exterior windows, the exterior doors; repair or replacement of the plumbing, heating and air conditioning systems; repair or replacement of the elevator; replacement of component parts of the electrical system; and,

WHEREAS, pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2007, "(C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated as a reserve for specific capital improvement projects;" and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, June 7, 2007, recommended approval of a proposal to retain Wiss, Janney, Elstner Associates, Inc. as the architect to prepare construction bid documents and to provide construction management services for exterior repairs to the Old County Courthouse Building; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, June 7, 2007, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance, now, therefore,

## **BE IT ORDAINED** by the McLean County Board as follows:

(1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$1,750,000.00 and to amend the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance as follows:

(2)

County Board Department 0001	ADOLIED	<u>KDD</u>	AIVILANDED		
0001-0001-0001-0400.0000					
Unappropriated Fund Balance:	\$ 0.00	\$1,750,000	.00 \$1,750,000.00		
(2) That the County Auditor is hereby direct Facilities Management Department 0041 following appropriation:					
Facilities Management Dept. 0041	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>		
0001-0041-0049-0850.0001 Capital Improvements:	\$ 0.00	\$1,750,000	0.00 \$1,750,000.00		
<ul><li>(3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.</li><li>ADOPTED by the County Board of McLean County this 19th day of June, 2007.</li></ul>					
ATTEST:	APPROVED	<b>):</b>			
Peggy Ann Milton, Clerk of the County Board, McLean County, Illinois	Michael F. Sy McLean Cour	•	rman		